



REED-SPONSORED STUDY ABROAD PROGRAMS

Assumption of Risk, Release from Liability, and Indemnification Agreement

I will participate in a Reed Faculty-led program during the dates indicated on this form. In this Agreement, “Reed” means The Reed Institute, an Oregon nonprofit corporation doing business as Reed College, and any of Reed’s trustees, officers, directors, managers, employees, trainees, students, volunteers, agents, affiliates, successors, and assigns. The Program is organized and led by Reed faculty and may include Reed providing me financial assistance to participate in the Program. I understand and agree that all travel arrangements to my chosen destination have been made directly by myself and that Reed is neither a party to nor responsible for my travel arrangements. I also understand that Reed is not responsible for unexpected events or travel changes that may occur during my participation in the Program.

- 1. Program Risks.** I understand that I have voluntarily and freely elected to participate in this Program, and that I am not required to do so. I understand that participation in the Program involves risks that Reed cannot eliminate, including, among others, the risk of property damage, illness, bodily injury, permanent disability, and death. If the Program includes international travel, I also acknowledge that there are certain risks inherent in my participation and travel to the Program location: unique political, legal, social, and economic conditions; different standards of design, safety, and maintenance of buildings, public offices, and conveyances; restrictions on heating and/or water usage; religious observances, beliefs, social norms, and gender/sexual/racial discrimination that may cause offense or injury; unfamiliar food; increased risk of petty theft, crime, and sexual harassment/assault; local medical, environmental, and weather conditions; high population density. I further acknowledge that such political, safety, or health risks could result in illness, personal injury, or death and that I have been advised to inform myself of the particular health and safety risks that may be unique to the location of the Program. I agree to apprise myself of this information prior to my departure in order to understand and appreciate the nature of such risks. I further understand that I have a continuing obligation to stay so informed during my participation and travel.
- 2. Assumption of Risk.** I am voluntarily participating in the Program with knowledge of the potential danger involved and hereby agree to accept and assume any and all risks of injury, disability, death, and/or property damage arising from my participation in the Program, whether caused by Reed’s ordinary negligence or otherwise.
- 3. Risks Associated with the COVID-19 Pandemic and/or Other Infectious Diseases.** I understand that, as a result of the COVID-19 pandemic or other health emergency, local and national governments have and may continue to enact border, travel, and stay-at-home restrictions, and that the trajectory of the virus or other infectious disease at the local, national, and international levels is unpredictable. I understand that all activities I undertake

as part of the Program must comply with local/domestic travel restrictions, self-isolation or quarantine requirements, and lockdown orders. I agree to abide by all such restrictions and requirements, even if they prevent me from participating in activities that may have been planned as part of the Program. Besides the other risks described in this document, I recognize that my participation in activities abroad means I may be subjected to potential risks, illnesses, injuries, and even death, as a result, either of contracting COVID-19, other infectious diseases, or any actions or omissions of governments, private entities, or other parties with respect to COVID-19 and/or other infectious diseases. I have made my own investigation of these risks, understand these risks, and assume them knowingly and willingly. I attest that I have reviewed the [U.S. State Department](#) and [CDC travel advisories](#) and understand the health, safety, and financial risks, and related student responsibilities, associated with the Program, and have made an informed, voluntary decision to participate.

- 4. Assumption of Personal Medical and Mental Health Obligations and Accommodations.** I acknowledge I have been advised to consult with a medical doctor and/or counselor with regard to my medical and mental health needs, and I certify I am able to safely and fully participate in the Program, with or without reasonable accommodation. I have arranged, through insurance or otherwise, for payment of medical care, if necessary, while I participate in the Program. I recognize that Reed is not obligated to attend to any of my personal medical needs, and I therefore assume all risk and responsibility related to my personal medical needs. If I require medical care during my participation in the Program, Reed is not responsible for the cost or quality of such care.

By reading and submitting this form, I acknowledge that any disability accommodations in place at Reed may not automatically transfer abroad. I acknowledge that I may request a consultation with Reed's Disability & Accessibility Services office to evaluate requests for reasonable accommodation. I also understand the limitations of the Program location and the essential nature of the Program and that Reed cannot guarantee any specific accommodations that would fundamentally alter the Program or cause an undue hardship.

- 5. Release and Covenant Not to Sue.** In exchange for Reed allowing me to participate in the Program, I hereby expressly waive and release any and all claims, including claims currently in existence and those that may arise from future events and including claims now known to me as well as claims I am not aware of, against Reed and its trustees, officers, directors, managers, employees, trainees, students, volunteers, agents, affiliates, successors, and assigns on account of injury, disability, death, and/or property damage arising out of or attributable to my participation in the Program, whether arising out of the negligence of Reed or any Releasees or otherwise. I covenant not to make or bring any such claim against Reed or any other Releasee, and forever release and discharge Reed and all other Releasees from liability under such claims.

- 6. Indemnification.** I agree to defend, indemnify, and hold harmless (that is to say, I agree to pay or reimburse) Reed for any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorney fees, fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers,

arising out or resulting from any claim related to my participation in the Program, including any claim related to my own wrongful or negligent act and including claims involving the ordinary negligence of Reed.

- 7. Choice of Law.** All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Oregon without giving effect to any choice or conflict of law provision or rule (whether of the State of Oregon or any other jurisdiction).
- 8. Arbitration and Venue.** Any dispute, controversy, or claim arising out of, relating to, or in connection with this Agreement (a "Dispute") shall be resolved by final and binding arbitration. If the parties to this Agreement cannot resolve the Dispute for any reason, either party may commence mandatory binding arbitration by delivering a Notice of Arbitration to the respondent setting out the nature of the claim(s) and the relief requested. Within thirty (30) days of the receipt of the notice of arbitration, the respondent shall deliver to the claimant its answer and any counterclaim(s), setting out the nature of such counterclaim(s) and the relief requested. Reed shall have discretion to consolidate arbitrations of any Disputes under this and other Agreements if the subject of the Disputes arises out of or relates to the same Program. The arbitral tribunal shall have the sole power to rule on any challenge to its own jurisdiction without any need to refer such matters first to a court and all issues regarding arbitrability shall be decided solely by the arbitral tribunal. The tribunal shall have the power to grant any provisional or final remedy or relief that it deems appropriate, including conservatory measures and an award of attorney fees, but the parties to this Agreement covenant to waive against each other all claims of consequential and punitive damages that may arise out of or relate to this Agreement. The place of arbitration shall be Multnomah County, Oregon. The arbitration shall be administered by Arbitration Service of Portland, Inc. ("ASP") and governed by ASP's Procedural Rules for Arbitration. The parties agree to keep confidential the existence of the arbitration, the arbitral proceedings, the submissions made by the parties, and the decisions made by the arbitral tribunal, including its awards to the extent not already in the public domain, except in judicial proceedings related to the award or where required by applicable law. The parties further agree that judgment may be entered upon the award by any Oregon court of competent jurisdiction.
- 9. Binding Agreement.** This Agreement constitutes the sole and entire agreement of Reed and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of the Reed and its respective successors and assigns. This Agreement shall legally bind me and my family members, next of kin, spouse, estate, heirs, administrators, and/or personal representatives.
- 10. Severability.** If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. If a court or arbitrator decides that any part of this Agreement cannot be enforced, I agree to change that part to make it enforceable. If the

unenforceable part cannot legally be changed, it will be severed, but the rest of this Agreement will remain in effect.

11. Signature. I agree that I have read and understood this Agreement, I am of legal age (eighteen (18) years old or older) and competent to sign it, and I do so voluntarily and without relying on anything Reed wrote or told me except what is written above. I understand that I am free not to sign this Agreement and to find a different Program, and in doing so, I will not be sponsored by Reed in any way (including academically, financially, and legally) to participate in the Program.

Before you submit your application, please read this Agreement carefully because it affects your legal rights.